

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA

WORLD FUEL SERVICES AMERICAS, \*

INC.

98 N.W. 41<sup>st</sup> Street \*

Miami, Florida 33178,

Civil Action No. 05-0232-WS-M

Plaintiff, \*

v. \*

DANA MARINE SERVICE, INC., \*

IN ADMIRALTY

210 St. Louis Street. \*

Mobile Alabama 36652, \*

Defendant in personam, \*

and \*

TUG ATABOY, its \*

engines, tackle, apparel, \*

Defendant in rem. \*

\* \* \* \* \*

**ORDER GRANTING MOTION FOR  
APPOINTMENT OF SUBSTITUTE CUSTODIAN**

Plaintiff having appeared and made the following recital:

1. A complaint has been filed requesting that a warrant of arrest issue for the TUG ATABOY (hereinafter, the "Vessel"). The Clerk of this Court has been requested to issue the warrant, commanding the United States Marshal for this District to arrest and take into the custody the Vessel until further Order of this Court respecting the same.

2. It is contemplated that the United States Marshal will be able to seize the Vessel. Custody of the Vessel will require the services of one or more keepers.

**Custodian for the Vessel**

3. The Vessel will be berthed in this District. In the interest of allowing the Vessel to remain in the hands of a competent person and to save unnecessary expenses, plaintiff wishes to have Liberty Maritime Terminals Inc., an experienced substitute custodian approved by the Marshal of this District, appointed as substitute custodian of said Vessel.

4. Plaintiff, in consideration of the Marshal's consent to the substitution of custody of the Vessel, agrees to release the United States and the Marshal from any and all liability and responsibility arising out of the care and custody of the Vessel, her engines, tackle, apparel, furniture, equipment and all other necessities thereunto pertaining and belonging, from the time the Marshal transfers custody of said Vessel over to the substitute custodian, and plaintiff further agrees to hold harmless and indemnify the United States and the Marshal from any and all claims whatsoever arising out of the substitute custodian's possession and safekeeping of the Vessel.

5. **THEREFORE, IT IS HEREBY ORDERED** that the United States Marshal be authorized and directed to surrender the possession and custody of the Vessel to Liberty Maritime Terminals Inc. as substitute custodian for such Vessel and that upon such surrender the Marshal shall be discharged from his duties and responsibilities for the safekeeping of the Vessel and held harmless for any and all claims arising whatever out of said substituted possession and safekeeping of the Vessel.

6. **IT IS FURTHER ORDERED** that all Marshal's costs and fees, including costs and fees of the substitute custodian, shall be paid as a matter of priority to all other claimants against the Vessel or attached or garnished property, prior to release of said Vessel or property.

7. **IT IS FURTHER ORDERED** that the Substitute Custodian is further authorized to shift the said vessel to one or more lay berths at the facility of Liberty Maritime Terminals Inc. within the confines of the Port of Mobile and within the jurisdiction of this Court, including the berth of the Substitute Custodian at Liberty Maritime Terminals Inc., provided the U.S. Marshall may serve process at such lay berth on foot; and that the arrest of the said vessel shall not interfere with any ongoing repairs to the vessel, which may be allowed without further order of this Court.



SO ORDERED April <sup>18</sup>~~15~~, 2005.

  
United States Magistrate Judge  
District

**Agreement of Substitute Custodian**

The undersigned has read the foregoing Motion, and the Proposed Order appointing Substitute Custodian herein, and agrees to the terms thereof and to provide documentation of insurance coverage.

**LIBERTY MARITIME TERMINALS INC.**

BY:   
As its:   
Dated: 4/15/05